

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re Application of: Darren R. Kerr et al.  
Serial No.: 09/812,835  
Filed: March 21, 2001  
Group No.: 2123  
Examiner: Mitra Kianersi  
For: NETWORK FLOW SWITCHING AND FLOW DATA  
EXPORT

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE  
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND  
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Robert Barr, Worldwide Patent Counsel of Cisco Technology, Inc., 225 W. Tasman Drive, San Jose, California 95134, represents that Cisco Technology, Inc. is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 09/812,835, filed on March 21, 2001, for *Network Flow Switching And Flow Data Export*, as indicated by the Assignment Records of the U.S. Patent and Trademark Office to-wit:

From: Darren R. Kerr and Barry L. Bruins  
To: Cisco Systems, Inc.  
A copy of which is attached;

From: Cisco Systems, Inc.  
To: Cisco Technology, Inc.  
A copy of which is attached;

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That I have reviewed the evidentiary documents and certify that to the best of assignee's knowledge and belief, title is in the name of assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

Cisco Technology, Inc. hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 6,091,725 granted July 18, 2000, also assigned to and owned by said Cisco Technology, Inc. as indicated by the Assignment Records of the U.S. Patent and Trademark Office to-wit:

From: David R. Cheriton and Andreas V. Bechtolsheim  
To: Granite Systems, Inc.  
Assignment recorded August 30, 1996 at Reel 7990, Frame 0578;

From: Granite Systems, Inc.  
To: Cisco Systems, Inc.  
Assignment recorded January 6, 1997 at Reel 8294, Frame 0280;

From: Cisco Systems, Inc.  
To: Cisco Technology, Inc.  
Assignment recorded November 13, 1997 at Reel 8800, Frame 0585.

Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,091,725, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 6,091,725, in the event that one or more of the following occurs:

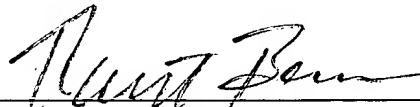
U.S. Patent No. 6,091,725 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The \$110.00 fee required by 37 C.F.R. 1.20(d) is submitted herewith and believed to be correct. However, the Commissioner is hereby authorized to charge any underpayment or credit any overpayment of fees to Deposit Account No. 02-0384 of Baker Botts, L.L.P.

OCT 26 2004

Date: \_\_\_\_\_

Respectfully submitted,



Robert Barr, Vice President  
Worldwide Patent Counsel

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of August 4, 1997, (the "Effective Date"), by and between CISCO SYSTEMS, INC., a California corporation having its principal place of business located at 170 West Tasman Drive, San Jose, California 95134-1706 (hereinafter referred to as "Cisco"), and CISCO TECHNOLOGY, INC., a California corporation having its principal place of business located at 170 West Tasman Drive, San Jose, California 95134-1706 (hereinafter referred to as "CTI").

WHEREAS, Cisco has entered into the Asset Transfer Agreement dated August 4, 1997, pursuant to which Cisco has agreed to assign its patents to CTI.

WHEREAS, as part of the Asset Transfer Agreement, Cisco has agreed to assign to CTI certain patents; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties agree as follows:

### ARTICLE 1 CISCO PATENTS

"Cisco Patents" shall mean the patents and patent applications listed on Schedule 1, as well as any extensions, divisions, continuations and continuation-in-parts thereof and any applications or patents that claim priority from such patents and applications, including, without limitation, any foreign counterparts thereof.

### ARTICLE 2 ASSIGNMENT

Cisco assigns, transfers and conveys to CTI all of Cisco's rights, title and interest throughout the world in and to the Cisco Patents, the underlying inventions described therein, and all rights, claims and privileges pertaining to the Cisco Patents.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By: Larry R. Carter

Name: Larry R. Carter

Title: Vice President, Finance

CISCO TECHNOLOGY, INC.

By: Dennis D. Powell

Name: Dennis D. Powell

Title: Secretary

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**SCHEDULE 1  
TO  
PATENT ASSIGNMENT AGREEMENT  
ISSUED U.S. PATENTS**

<u>Issue Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Patent No.</u>
09/13/88	4771425	10/25/94	5359592
04/04/89	4819228	02/28/95	5394394
02/20/90	4903261	06/06/95	5422880
05/28/91	5020058	07/04/95	5430715
10/22/91	5059925	12/05/95	5473599
12/10/91	5072449	12/05/95	5473607
02/11/92	5088032	04/16/96	5509006
05/19/92	5115431	05/21/96	5519704
07/07/92	5128945	10/01/96	5561663
06/29/93	5224099	10/01/96	5561669
09/07/93	5243342	10/29/96	5570360
10/19/93	5255291	01/28/97	5598581
12/28/93	5274631	04/01/97	5617417
12/28/93	5274635	04/01/97	5617421
12/28/93	5274643	04/15/97	5621721
01/18/94	5280500	05/20/97	5632021
05/17/94	5313454	09/09/97	5666353
05/31/94	5317562	10/14/97	5678006

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# PATENT APPLICATIONS WITH SERIAL NUMBERS

Filing Date	Serial No.	Filing Date	Serial No.
12/30/94	08/366,713	07/24/96	08/686,104
04/07/95	08/418,797	07/24/96	08/686,106
06/12/95	08/489,400	07/29/96	08/687,976
06/21/95	08/492,922	08/05/96	08/689,288
06/21/95	08/492,961	08/28/96	08/703,938
06/21/95	08/493,666	08/30/96	08/705,236
08/04/95	08/511,146	09/06/96	08/709,178
09/08/95	08/525,252	09/10/96	08/711,531
09/28/95	08/535,347	09/20/96	08/717,295
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11/03/95	08/552,807	10/07/96	08/726,556
12/14/95	08/572,726	10/10/96	08/729,245
12/15/95	08/573,197	10/16/96	08/732,998
12/15/95	08/573,297	10/21/96	08/734,496
12/15/95	08/573,302	10/23/96	08/735,478
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12/22/95	08/577,883	12/20/96	08/771,438
12/22/95	08/577,884	12/27/96	60/034,508
12/22/95	08/577,896	12/31/96	08/775,289
12/22/95	08/577,897	02/26/97	08/806,636
12/29/95	08/581,134	03/03/97	08/810,083
12/30/95	08/582,073	03/24/97	08/823,079
12/30/95	08/582,074	03/28/97	08/825,492
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01/11/96	08/583,987	04/10/97	08/833,837
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03/28/96	08/620,788	04/30/97	08/846,788
03/28/96	08/621,718	05/02/97	08/850,248
03/28/96	08/621,720	05/02/97	08/850,836
03/28/96	08/623,142	05/02/97	08/850,870
04/12/96	08/631,790	05/06/97	08/852,229
05/15/96	08/648,556	05/08/97	08/853,156
05/24/96	08/653,259	05/23/97	08/862,915
05/28/96	08/655,429	05/23/97	08/863,031
06/07/96	08/659,217	06/16/97	08/877,135
06/07/96	08/660,454	06/17/97	08/876,952
06/11/96	08/661,424	06/23/97	08/880,484
06/10/96	08/662,418	06/24/97	08/881,551
10/02/96	08/672,369	06/25/97	08/882,632
06/28/96	08/672,674	06/30/97	08/885,400
06/27/96	08/673,216	07/14/97	08/897,215
07/19/96	08/684,130	07/18/97	08/896,408
07/22/96	08/685,941	07/30/97	08/902,638
07/23/96	08/685,043	07/31/97	08/903,718
		07/31/97	08/903,823

# ASSIGNMENT

WHEREAS, we, Darren R. Kerr, a citizen of the United States of America, residing at 4834 Mendota Street, Union City, California 94587, and Barry L. Bruins, a citizen of the United States of America, residing at 1711 Larkellen Lane, Los Altos, California 94024, have invented a "NETWORK FLOW SWITCHING AND FLOW DATA REPORT" for which we have executed application papers for a U.S. patent thereon, which was filed on May 25, 1996; and

WHEREAS, Cisco Systems, Inc., a California corporation, having a place of business at 170 West Tasman Drive, San Jose, California 95134, is desirous of acquiring the exclusive right, title and interest in and to said invention and in and to the Letters Patent to be granted and issued therefor in the United States of America and its territories and possessions, and all countries foreign thereto;

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, we, Darren R. Kerr and Barry L. Bruins, do sell, assign, transfer and set over unto the said Cisco Systems, Inc., its successors and assigns, the full and exclusive right, title and interest in and to said invention, and in and to any and all Letters Patent to be granted and issued therefor, not only for, to and in the United States of America, its territories and possessions, but also for, to and in all other countries including all priority rights under the International Convention; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Cisco Systems, Inc., its successors and assigns, in accordance with this Assignment.

WITNESS OUR HAND at San Jose, California, this 12 day of July, 1996.

Darren R. Kerr  
Darren R. Kerr

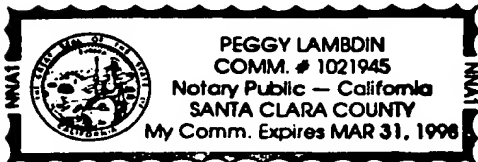
Barry L. Bruins  
Barry L. Bruins

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Santa Clara )

On this 12 day of July, 1996, before me, Peggy Lambdin, a Notary Public, personally appeared Darren R. Kerr and Barry L. Bruins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.

Peggy Lambdin  
NOTARY PUBLIC



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